

VERNON C. GOINS II (SBN 195461)
 GOINS & ASSOCIATES
 A Professional Law Corporation
 1330 Broadway, Suite 930
 Oakland, CA 94612
 Telephone: (510) 663-3700
 Facsimile: (510) 663-3710

Attorneys for Defendant
 ALESHIA FULLER, erroneously sued as
 ALEHSIA FULLER

U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

LEHMAN XS TRUST MORTGAGE PASS-) No.	
THROUGH CERTIFICATES, SERIES 2006-)	
11, U.S. BANK NATIONAL ASSOCIATION,)	NOTICE OF REMOVAL OF ACTION
AS TRUSTEE, SUCCESSOR IN INTEREST)	UNDER 28 U.S.C. § 1331 (FEDERAL
TO BANK OF AMERICA NATIONAL)	QUESTION)
ASSOCIATION, AS TRUSTEE, SUCCESSOR)	
BY MERGER TO LASALLE BANK)	
NATIONAL ASSOCIATION, AS TRUSTEE,)	
)	
Plaintiff,)	
)	
vs.)	
)	
ALEHSIA FULLER; DOES 1 through 20,)	
inclusive,)	
)	
Defendants.)	

To the Clerk of the United States District Court for the Northern District of California:
 PLEASE TAKE NOTICE that Defendant ALESHIA FULLER hereby removes to this
 Court the state court action described below.

1. On January 5, 2015, an action was commenced in Contra Costa County Superior
 Court entitled *Lehman XS Trust Mortgage v. Aleshia Fuller*, as Case Number PS15-0002. A
 copy of the complaint is attached hereto as **Exhibit A**.

///

2. Defendant ALESHIA FULLER ("Defendant") filed and served a copy of her Answer to Plaintiff's Complaint on or about May 27, 2015. This notice is timely. A copy of Defendant's Answer is attached hereto as **Exhibit B**.

3. The events which are the subject matter of this Complaint all occurred within Contra Costa County, California.

4. The property which is the subject of this action is located at 1520 Fairview Avenue, Brentwood, California 94513 (the "Property"). The Property is located within the County of Contra Costa, State of California.

5. The Court has jurisdiction under 28 U.S.C. § 1331 (federal question); 15 U.S.C. §1601, et. seq. (TILA); 15 U.S.C. §1692, Fair Debt Collection Practices Act; 12 U.S.C §2601 (RESPA); 28 U.S.C §1367 (Supplemental Jurisdiction) and the Home Ownership and Equity Protection Act ("HOEPA") 12 U.S.C. §1461 et seq.

6. This Court also has jurisdiction under all applicable federal jurisdiction involving financial institutions involved in the mortgage fraud area such as the Mortgage Fraud Act under 18 U.S.C §1006 (2007).

Dated: July __, 2015

GOINS & ASSOCIATES
A Professional Law Corporation

/s/

VERNON C. GOINS II
Attorneys for Defendant
ALESHIA FULLER

EXHIBIT “A”

FILED
JAN 05 2015

STEPHEN H. NASH, CLERK OF THE COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA
By _____ Deputy Clerk

L. Gatto

1 MICHAEL R. GONZALES, ESQ., SBN 261302
2 MICHAEL M. LE, ESQ., SBN 255056
3 BUCKLEY MADOLE, P.C.
4 301 E. Ocean Blvd, Suite# 1720
5 Long Beach, California 90802
6 Telephone: (562)983-5360
7 Facsimile: (562)983-5360

8 Attorney for Plaintiff,
9 LEHMAN XS TRUST MORTGAGE PASS-THROUGH
10 CERTIFICATES, SERIES 2006-11, U.S. BANK NATIONAL
11 ASSOCIATION, AS TRUSTEE, SUCCESSOR IN
12 INTEREST TO BANK OF AMERICA NATIONAL
13 ASSOCIATION, AS TRUSTEE, SUCCESSOR BY MERGER
14 TO LASALLE BANK NATIONAL ASSOCIATION, AS
15 TRUSTEE

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF CONTRA COSTA
13 PITTSBURG COURTHOUSE

PS 15-0002

13 LEHMAN XS TRUST MORTGAGE PASS-
14 THROUGH CERTIFICATES, SERIES 2006-
15 11, U.S. BANK NATIONAL ASSOCIATION,
16 AS TRUSTEE, SUCCESSOR IN INTEREST
17 TO BANK OF AMERICA NATIONAL
18 ASSOCIATION, AS TRUSTEE, SUCCESSOR
19 BY MERGER TO LASALLE BANK
20 NATIONAL ASSOCIATION, AS TRUSTEE

CASE NO.:

COMPLAINT FOR UNLAWFUL
DETAINER FOLLOWING
FORECLOSURE SALE PURSUANT TO
CALIFORNIA CODE OF CIVIL
PROCEDURE SECTION 1161a

Limited Civil Case

Plaintiff,

Amount Not to Exceed \$10,000.00

vs.

Alehsia Fuller; DOES 1 through 20, inclusive;

Defendants,

Plaintiff is informed and has reason to believe that the following allegations are true and correct:

1. Plaintiff, LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO BANK OF AMERICA NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE, is entitled to possession and is the owner of record of a parcel of real property located at 1520 FAIRVIEW AVE, BRENTWOOD, CA 94513.

COMPLAINT FOR UNLAWFUL DETAINER

1

VIA FAX FILE

- 1 The property is located within the above-referenced Judicial District and County.
- 2 2. Plaintiff, LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES,
- 3 SERIES 2006-11, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE,
- 4 SUCCESSOR IN INTEREST TO BANK OF AMERICA NATIONAL ASSOCIATION,
- 5 AS TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL
- 6 ASSOCIATION, AS TRUSTEE is an entity lawfully conducting business in California.
- 7 3. Defendant(s), ALEHSIA FULLER and ALL UNKNOWN OCCUPANTS at all times
- 8 herein mentioned resided in the State of California, County of CONTRA COSTA.
- 9 4. Defendant(s), and each of them are currently in possession of and occupying the above-
- 10 described premises.
- 11 5. Defendant(s) is the former trustor or a holdover occupant of the former trustor.
- 12 6. The true names and capacities, whether individual, corporate, associate or otherwise, of
- 13 the defendant(s) named herein as Does 1-20, inclusive, and each of them are unknown to
- 14 Plaintiff, who therefore sues said Defendant(s) by their fictitious names under Code of
- 15 CIVIL Procedure section 474. Plaintiff asks leave of the Court to amend its Complaint to
- 16 include the true names and capacities of said defendant(s) when the same have been
- 17 ascertained.
- 18 7. Plaintiff is the owner of and entitled to immediate possession of the real property in
- 19 CONTRA COSTA County, California, which is located at 1520 FAIRVIEW AVE ,
- 20 BRENTWOOD, CA 94513(the "Property") which property is located within the
- 21 jurisdictional boundaries of this court.
- 22 8. Plaintiff owns said land by virtue of a foreclosure sale duly held pursuant to the power
- 23 under the Deed of Trust executed by Defendant(s) or their predecessors.
- 24 9. Defendants or their predecessors defaulted under the terms of the Deed of Trust which
- 25 secured the Property the subject of this litigation. Thereafter a Notice of Default and
- 26 Breach of Conditions of the Deed of Trust and Election to Sell the Property, to satisfy the
- 27 obligation thereby secured, was recorded in the Official Records in the Office of the
- 28 County Recorder of CONTRA COSTA, California.
10. After failure of defendants or their predecessors to cure said default a Trustee's Sale of
- the Property was duly noticed as required under California Civil Code section 2924 et
- seq., to satisfy the obligation secured by the Deed of Trust.
11. At the time and place noticed for Trustee's Sale, the property was sold to Plaintiff. The
- Trustee's Deed Upon Sale was thereafter recorded in the CONTRA COSTA County

Recorder's Office thereby duly perfecting Plaintiff's title to the Property. A true and correct certified copy of the Trustee's Deed is attached hereto marked Exhibit "A" and made a part hereof.

12. On 12/17/2014, Defendant(s) was/were served with a written notice requiring Defendant(s) and "All Persons in Possession" of the Property to quit and deliver up possession of to property. A true and correct copy of said Notice for Possession is attached hereto as Exhibit "B" and is incorporated by this reference. A true and correct copy of the Proof of Service of Notice for possession is attached hereto as Exhibit "C".

13. Defendant(s) have failed and refused to deliver up possession of the Property after expiration of the Notice as required by California Code of Civil Procedure section 1161a.

14. The notice to quit expired on 12/22/2014, and as of the date of this Complaint, defendant(s) continues in possession of the Property without Plaintiff's permission or consent.

15. The reasonable value of the use and occupancy of the Property is equal to an amount according to proof at trial and damage to the Plaintiff caused by defendant's unlawful detention thereof has accrued at said rate since 12/22/2014 and will continue to accrue until the date of entry of Judgment.

WHEREFORE, Plaintiff prays judgment against Defendant(s) and each of them for:

1. Restitution and immediate possession of the Property;
2. An order restoring the Property to Plaintiff;
3. Damages in an amount to be determined, according to proof at trial at a daily rate from 12/22/2014 until the date that Judgment,
4. For cost of suit herein;
5. For such other and further relief as the court deems just and equitable.

Dated: December 22, 2014

BUCKLEY MADOLE, P.C.

By: 

Michael Le, Esq.

Attorneys for Plaintiff, LEHMAN XS TRUST
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2006-11, U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE, SUCCESSOR IN
INTEREST TO BANK OF AMERICA
NATIONAL ASSOCIATION, AS TRUSTEE,
SUCCESSOR BY MERGER TO LASALLE
BANK NATIONAL ASSOCIATION, AS
TRUSTEE

COMPLAINT FOR UNLAWFUL DETAINER

VERIFICATION

I am an attorney at law admitted to practice before all courts of the State of California and am an attorney at the law firm of Buckley Madole, P.C. attorneys for LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO BANK OF AMERICA NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE a party to this action. Such party was unable to make the verification because they are absent from the county aforesaid where such attorneys have their office and for that reason I make this verification for on behalf of that party. I have read the foregoing document and know its contents. I am informed and believe on that ground allege that the matters stated here in are true.

Executed on December 22, 2014 at Long Beach, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

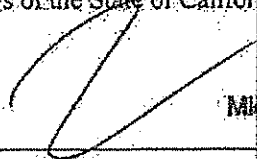
By:  Michael Le
MICHAEL M. LE, ESQ.
MICHAEL R. GONZALES, ESQ.

EXHIBIT "A"

Recording Requested By:
Sage Point Lender Services, LLC
400 Exchange, Suite 110
Irvine, CA 92603

When Recorded Mail To:
Nationstar Mortgage LLC
350 Highland Dr.
Lewisville, TX 75067

Mail Tax Statements To:
Nationstar Mortgage LLC
350 Highland Dr.
Lewisville, TX 75067

COPY of Document Recorded
at: Contra Costa County Recorder
2014-0214335 12/03/2014
has not been compared with original.
Original will be returned when process
has been completed.

Fee: 23.00 DTT 0.00 Total 23.00

APN NO.: 017-570-018-6
PROPERTY ADDRESS: 1520 FAIRVIEW AVENUE, BRENTWOOD, CA 94513
TITLE ORDER NO.: 738-1302352-70
TS NO.: 8686-007191-000

TRUSTEE'S DEED UPON SALE

The undersigned grantor declares:

- 1) The grantee herein WAS the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was \$89,214.93
- 3) The amount paid by the grantee at the trustee sale was \$79,836.60
- 4) The documentary transfer tax is \$0.00
- 5) Said property is in the city of BRENTWOOD

Sage Point Lender Services, LLC, (herein called Trustee), as the Trustee under the Deed of Trust hereinafter described, hereby grants to LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-11, U.S. Bank National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee (herein called Grantee), but without covenant or warranty, express or implied, all right, title, and interest in the real property situated in Contra Costa County, California, common designation of the property is purported to be 1520 FAIRVIEW AVENUE, BRENTWOOD, CA 94513, real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

This conveyance is made under the powers conferred on Sage Point Lender Services, LLC, as Trustee or Successor Trustee, or Substituted Trustee by the Deed of Trust dated November 08, 2005 executed by ALESHIA FULLER, AN UNMARRIED WOMAN, as Trustor(s), to PLACER TITLE COMPANY, as Trustee, and recorded on November 17, 2005 as Instrument No. 2005-0444678-00, of Official Records, in the office of the County Recorder of Contra Costa County, California, and after fulfilling the conditions specified in said Deed of Trust authorizing this conveyance, and pursuant to any loan modification that may affect the subject Deed of Trust described herein.

V1.6 10.3.14

APN NO: 017-570-018-6
 TITLE ORDER NO: 730-1902152-70
 TS NO: 8686-007191-700

TRUSTEE'S DEED UPON SALE

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of Trustee's Sale have been met.

Said property was sold by said Trustee at public auction on November 24, 2014 at the place named in the Notice of Sale, in the County of Contra Costa, California, in which the property, or part of it, is situated.

The Grantee, being the highest bidder at the sale, became the purchaser of said property and (a) paid the Trustee \$719,336.60, the amount bid, in lawful money of the United States, or (b) made a credit bid as the Beneficiary of the above-described Deed of Trust.

Sage Point Lender Services, LLC, as Trustee

Date: 11/26/14

BY: Heidi Mucha, Foreclosure Manager

State of California }
 County of Orange }

On NOV 26 2014 before me, Jacqueline Velasquez Notary Public, personally appeared Heidi Mucha who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

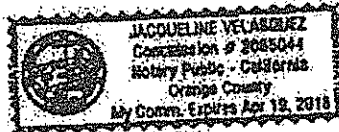
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jacqueline Velasquez

Signature: 

(Seal)



VI.6 10.3.

EXHIBIT "A"

TS NO. 8686-007191-P00

Lot 64 of Subdivision Map 8395, filed July 2, 2002, in Book 493 of Maps, Pages 41 through 48, Inclusive, Official Records;

Excepting therefrom:

All subsurface and mineral and water rights, as dedicated to the City of Brentwood in the owner's statement of said Subdivision 8395;

V1.6 103.14

EXHIBIT "B"

**NOTICE TO ANY RENTERS LIVING AT:
1520 FAIRVIEW AVE, BRENTWOOD, CA 94513**

The attached notice means that your home was recently sold in foreclosure and the new owner plans to evict you.

You should talk to a lawyer **NOW** to see what your rights are. You may receive court papers in a few days. If your name is on the papers it may hurt your credit if you do not respond and simply move out.

Also, if you do not respond within five days of receiving the papers, even if you are not named in the papers, you will likely lose any rights you may have. In some cases, you can respond without hurting your credit. You should ask a lawyer about it.

You may have the right to stay in your home for 90 days or longer, regardless of any deadlines stated on any attached papers. In some cases and in some cities with a "just cause for eviction law," you may not have to move at all. But you must take the proper legal steps in order to protect your rights.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

How to Get Legal Help

If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

**NOTICE TO VACATE PREMISES LOCATED AT:
1520 FAIRVIEW AVE., BRENTWOOD, CA 94513**

TO:

**ALESHIA FULLER AND ALL PERSONS IN POSSESSION OF AND WHO
OCCUPY THE REAL PROPERTY AT THE ABOVE ADDRESS:**

**THIS IS THE FIRST STEP IN A LAWSUIT AGAINST YOU. THE FAILURE TO
VACATE THE PREMISES AS SPECIFIED BELOW WILL RESULT IN A
LAWSUIT BEING FILED AGAINST YOU. A COURT JUDGMENT AGAINST
YOU WILL BE RECORDED WITH NATIONAL CREDIT REPORTING
AGENCIES.**

YOU ARE HEREBY NOTIFIED that your right to occupy the real property at the
above address has been terminated as the result of the sale of the real property by the
trustee under a power of sale contained in a Deed of Trust which appeared of record
against the subject property.

NOTICE

**NOTICE IS HEREBY GIVEN THAT YOU ARE REQUIRED TO VACATE THE
PREMISES AND DELIVER UP POSSESSION OF THE PREMISES TO THE
UNDERSIGNED:**

- (i) Within THREE (3) DAYS after service of this Notice, in the event you are
in possession of the premise and you are not a tenant or subtenant as described
below;**
- (ii) Within NINETY (90) DAYS after service of this Notice, in the event you are a
tenant or subtenant in possession of the rental housing unit sold in
foreclosure.**

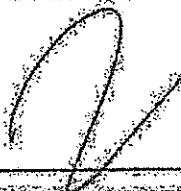
**In the event you fail to quit and deliver up to the undersigned, as agent for the owner,
possession of the real property you occupy at the above address, within the relevant
Notice Period specified above, you will be deemed to be unlawfully detaining the
premises, which will result in the commencement of court proceedings against you, by
the owner, to recover possession of the premises as well as court costs and the reasonable
rental value of the premises for each day of your continued occupancy following
expiration of the Notice Period set forth below.**

**If you claim to be the recipient of tenant based assistance governed by Section 8 of the
United States Housing Act of 1937 (42 USC § 1437); commonly referred to as the
Section 8 Housing Program, then you may be entitled to additional time in the property.
Please contact our office and be prepared to provide us with all necessary information
regarding your participation in the Section 8 Housing Program. If this information is
verified, you will be required to vacate the premises within 90 days of the service of this
notice. Additionally, this document constitutes notice that this tenancy has been
terminated for good cause pursuant to 24 CFR § 982.310(d)(1) and (e)(1). This good
cause termination is based on the owner's business and economic interest in the property
and intent to sell.**

This Notice is authorized pursuant to the provisions of Sections 1161a, 1161b and 1161c of the California Code of Civil Procedure and 12 U.S.C. § 5220.

DATED: December 12, 2014

LEHMAN XS TRUST MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2006-11,
U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, SUCCESSOR IN INTEREST TO
BANK OF AMERICA NATIONAL
ASSOCIATION, AS TRUSTEE, SUCCESSOR BY
MERGER TO LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE



Michael R.

MICHAEL R. GONZALES

MICHAEL M. LE

Attorney(s) for LEHMAN XS TRUST
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2006-11, U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE, SUCCESSOR IN
INTEREST TO BANK OF AMERICA
NATIONAL ASSOCIATION, AS TRUSTEE,
SUCCESSOR BY MERGER TO LASALLE
BANK NATIONAL ASSOCIATION, AS
TRUSTEE owner

BUCKLEY MADOLE, P.C.

301 E. Ocean Blvd, Suite 1720

Long Beach, CA 90802

To discuss this Notice, please contact the above at (562) 983-5375 between the hours of
9:00 a.m. to 4:00 p.m., Monday through Friday.

SUBJECT PROPERTY:

1520 FAIRVIEW AVE, BRENTWOOD, CA 94513

DISCLAIMER: Under the Servicemembers Relief Act, 50 App. U.S.C.A. §18 *et seq.*, active duty military servicemembers may have additional rights and protections. Please notify our office immediately if you or any other occupants in the property are active duty military. You may also wish to contact a member of your Judge Advocate Corps.

EXHIBIT "C"

BUCKLEY MADOLE, P.C.
301 E OCEAN BLVD, SUITE 1720
LONG BEACH, CA 90802

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
File number: 9448-THO

PROOF OF SERVICE

I, MADE BRASLHAKS, declare that I served the Notice(s) below indicated:
NOTICE TO QUIT & NOTICE TO ANY RENTERS

The above described Notice(s) were served on the following named party in the manner set forth below:

NAME: ALFONSO FULLER

AND ALL UNKNOWN OCCUPANTS

ADDRESS: 1570 FORENEW AVE, BERKELEY, CA 94513

☐ **PERSONAL SERVICE**

By delivering a copy of the Notice(s) to each of the above personally:

(1) at _____

(2) at _____

☒ **CONSTRUCTIVE SERVICE**

I knocked on the door of the property located at the above address on 12/16/14 and no one responded to my attempt to personally serve this Notice.

After due and diligent efforts, by service of said Notice(s) as authorized by CCP Section 1162 (2,3) on each of the above named parties in the manner set forth below:

☐ By substituted service on a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party, I informed him/her of the general nature of the papers. (CCP § 1162(2)). On (date) _____ at (time) _____ I left the documents with or in the presence of _____

☒ By posting a copy for each of the above named parties on 12/16/14 at 10:30 in a conspicuous place on the property;

☒ And thereafter mailing a copy to each said party by depositing said copies in the United States mail on (date) 12/17/14 from (city) Berkeley, CA in a sealed envelope with postage fully prepaid, addressed to each said party at their place where the property is situated on;

☐ A declaration of mailing is attached.

At the time of service, I was at least 18 years of age. I declare under penalty of perjury that the foregoing is true and correct.

Person who served papers:

a. Name: MADE BRASLHAKS

b. Address: 231 S. SHAW AVE, BERKELEY, CA 94602

c. Telephone number: 707 745 2100

d. The fee for service was \$95.00

e. I am:

- (1) ☐ not a registered California process server.
(2) ☐ exempt from registration under Business and Professions Code section 22350(b).
(3) ☒ registered California process server:

(i) ☒ owner ☐ employee ☒ independent contractor

(ii) ☒ Registration No. 155210

(iii) ☒ County: SAN FRANCISCO

☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 12/17/14

MADE BRASLHAKS

(NAME OF PERSON, SHERIFF OR MARSHAL, WHO SERVED PAPER OF PAPERS)

MADE BRASLHAKS
(SIGNATURE)

PROOF OF SERVICE

EXHIBIT “B”

FILED
PITTSBURG

2015 MAY 27 P 1:00

CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTABY: _____
R. _____

1 VERNON C. GOINS II (SBN 195461)
2 GOINS & ASSOCIATES
3 A Professional Law Corporation
4 1330 Broadway, Suite 930
5 Oakland, CA 94612
6 Telephone: (510) 663-3700
7 Facsimile: (510) 663-3710

8 Attorneys for Defendant
9 ALESHIA FULLER, erroneously sued as
10 ALEHSIA FULLER

SUPERIOR COURT OF CALIFORNIA

COUNTY OF CONTRA COSTA

LIMITED CIVIL JURISDICTION - PITTSBURG COURTHOUSE

Goins & Associates PLC
1330 Broadway, Suite 930, Oakland, California 94612
Tel: (510) 663-3700; Fax: (510) 663-3710

12 LEHMAN XS TRUST MORTGAGE PASS-) No. PS 15-0002
13 THROUGH CERTIFICATES, SERIES 2006-)
14 11, U.S. BANK NATIONAL ASSOCIATION,) ANSWER TO COMPLAINT FOR
15 AS TRUSTEE, SUCCESSOR IN INTEREST) UNLAWFUL DETAINER FOLLOWING
16 TO BANK OF AMERICA NATIONAL) FORECLOSURE SALE PURSUANT TO
17 ASSOCIATION, AS TRUSTEE, SUCCESSOR) CALIFORNIA CODE OF CIVIL
18 BY MERGER TO LASALLE BANK) PROCEDURE SECTION 1161a
19 NATIONAL ASSOCIATION, AS TRUSTEE,)
20) Code of Civil Procedure § 473(b)

Plaintiff,

vs.

21 ALESHIA FULLER; DOES 1 through 20,
22 inclusive,

Defendants.

23 COMES NOW Defendant ALESHIA FULLER, erroneously sued as ALEHSIA FULLER
24 ("Defendant"), and hereby answers the Complaint for Unlawful Detainer Following Foreclosure
25 Sale Pursuant to California Code of Civil Procedure Section 1161a ("Complaint"), filed by
26 Plaintiff LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
27 2006-11, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN
28 INTEREST TO BANK OF AMERICA NATIONAL ASSOCIATION, AS TRUSTEE,

ANSWER TO COMPLAINT FOR UNLAWFUL DETAINER FOLLOWING FORECLOSURE SALE
PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1161a
Lehman XS Trust et al. vs. Fuller et al.
(Contra Costa County Superior Court Case No. PS 15-0002)

FAX FILING

SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE ("Plaintiff"), as follows:

1. Responding to paragraph 1 of the Complaint, Defendant denies all of the allegations contained therein.

2. Responding to paragraph 2 of the Complaint, Defendant does not have information sufficient to admit or deny the truth or falsity of the allegations in paragraph 2 of the Complaint, and based upon said lack of information and belief, Defendant denies all of the allegations contained therein.

3. Responding to paragraph 3 of the Complaint, Defendant admits the allegations contained in this paragraph.

4. Responding to paragraph 4 of the Complaint, Defendant admits the allegations contained in this paragraph.

5. Responding to paragraph 5 of the Complaint, Defendant denies each and every allegation contained therein.

6. Responding to paragraph 6 of the Complaint, Defendant does not have information sufficient to admit or deny the truth or falsity of the allegations in paragraph 6 of the Complaint, and based upon said lack of information and belief, Defendant denies all of the allegations contained therein.

7. Responding to paragraph 7 of the Complaint, Defendant denies each and every allegation contained therein.

8. Responding to paragraph 8 of the Complaint, Defendant denies each and every allegation contained therein.

9. Responding to paragraph 9 of the Complaint, Defendant denies each and every allegation contained therein.

10. Responding to paragraph 10 of the Complaint, Defendant denies each and every allegation contained therein.

11. Responding to paragraph 11 of the Complaint, Defendant does not have information sufficient to admit or deny the truth or falsity of the allegations in paragraph 11 of

ANSWER TO COMPLAINT FOR UNLAWFUL DETAINER FOLLOWING FORECLOSURE SALE
PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1161a

Lehman XS Trust et al. vs. Fuller et al.

(Contra Costa County Superior Court Case No. PS 15-0002)

1 the Complaint, and based upon said lack of information and belief, Defendant denies all of the
2 allegations contained therein.

3 12. Responding to paragraph 12, Defendant denies each and every allegation
4 contained therein.

5 13. Responding to paragraph 13 of the Complaint, Defendant denies each and every
6 allegation contained therein.

7 14. Responding to paragraph 14 of the Complaint, Defendant denies each and every
8 allegation contained therein.

9 15. Responding to paragraph 15 of the Complaint, Defendant does not have
10 information sufficient to admit or deny the truth or falsity of the allegations in paragraph 15 of
11 the Complaint, and based upon said lack of information and belief, Defendant denies all of the
12 allegations contained therein.

13 AFFIRMATIVE DEFENSES

14 By way of affirmative defenses, as to all causes of action, Defendant alleges:

15 16. As for a first and separate affirmative defense to Plaintiff's Complaint, Defendant
16 alleges that the Complaint fails to state facts sufficient to constitute a cause of action against
17 Defendant.

18 17. As for a second and separate affirmative defense to Plaintiff's Complaint, the
19 Complaint, and each cause of action therein, is barred by the statute of limitations set forth in the
20 California Code of Civil Procedure.

21 18. As for a third and separate affirmative defense to Plaintiff's Complaint, Defendant
22 alleges that, prior to commencement of this action, Defendant was not in default in the
23 performance of any of their contractual obligations they may have owed to Plaintiff or its
24 predecessor-in-interest; therefore, this action is barred by the provisions of California Civil Code
25 Section 2983.3(a).

26 19. As for a fourth and separate affirmative defense to Plaintiff's Complaint,
27 Defendant alleges that, prior to commencement of this action, she duly performed, satisfied and
28 discharged all duties and obligations they may have owed to Plaintiff or its predecessor-in-

1 interest arising out of any and all agreements, representations or contracts made by her or on
2 behalf of Defendant, and this action is therefore barred by the provisions of California Civil
3 Code Section 1473.

4 20. As for a fifth and separate affirmative defense to Plaintiff's Complaint, Defendant
5 alleges that if such contractual obligations are found to exist, Defendant denies that Plaintiff has
6 incurred damages in the amounts alleged or in any amount or at all by reason of any act, breach,
7 or omission on part of the Defendant. Thus, no recovery is warranted.

8 21. As for a sixth and separate affirmative defense to Plaintiff's Complaint,
9 Defendant alleges that Plaintiff's claim is barred by the doctrine of estoppel.

10 22. As for a seventh and separate affirmative defense to Plaintiff's Complaint,
11 Plaintiff's Complaint and the allegations contained therein fail to state the ground upon which
12 Plaintiff seeks to recover possession, and therefore violates California Civil Code 1942.5.

13 23. As for an eighth and separate affirmative defense to Plaintiff's Complaint,
14 Plaintiff's claim is barred by the doctrine of laches.

15 24. As for a ninth and separate affirmative defense to Plaintiff's Complaint,
16 Defendants alleges that Plaintiff's claim is barred by its own unclean hands and inequitable
17 conduct.

18 25. As for a tenth and separate affirmative defense to Plaintiff's Complaint,
19 Defendant alleges that Plaintiff is at fault in and about the matters referred to in the Complaint,
20 and such fault on the part of Plaintiff proximately caused and contributed to the damages
21 complained of, if any exist. Defendant further alleges that any fault that may not be attributable
22 to said Plaintiff was a result of fault on the part of persons and/or entities other than this
23 Defendant. Such fault bars or proportionately reduces any recovery by Plaintiff against
24 Defendant.

25 26. As for an eleventh and separate affirmative defense to Plaintiff's Complaint,
26 Plaintiff's Complaint is barred by Plaintiff's failure to take reasonable action to mitigate its
27 purported damages, and, if in fact any damages have been sustained, any recovery should be
28 diminished or barred by reason thereof.

ANSWER TO COMPLAINT FOR UNLAWFUL DETAINER FOLLOWING FORECLOSURE SALE
PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1161a

Lehman XS Trust et al. vs. Fuller et al.

(Contra Costa County Superior Court Case No. PS 15-0002)

1 27. As for a twelfth and separate affirmative defense to Plaintiff's Complaint, each
2 and every cause of action therein is barred by Plaintiff's waiver of each of the claims.

3 28. As for a thirteenth and separate affirmative defense to Plaintiff's Complaint,
4 Plaintiff has no standing to sue Defendant under any contract referenced in its Complaint as it
5 has not been assigned the rights to make claims against Defendant.

6 29. As for a fourteenth and separate affirmative defense to Plaintiff's Complaint,
7 Plaintiff is barred by Plaintiff's failure to take reasonable action to mitigate its purported
8 damages, and if any contractual obligations are found, Defendant denies Plaintiff has incurred
9 damages in the amounts alleged, or in any amount, or at all.

10 30. As for a fifteenth separate and affirmative defense to Plaintiff's Complaint, the
11 Notice To Quit was not timely served pursuant to statutory guidelines.

12 31. As for a sixteenth and separate affirmative defense to Plaintiff's Complaint,
13 Defendant is entitled to possession and ownership of the subject property.

14 32. As for a seventeenth and separate affirmative defense to Plaintiff's Complaint, the
15 Complaint fails to state a ground upon which Plaintiff seeks to recover possession, and therefore
16 violates California Civil Code Section 1942.5.

17 33. As for an eighteenth and separate affirmative defense to Plaintiff's Complaint,
18 Plaintiff failed to provide Ninety-Day Notice as required by federal law.

19 34. As for a nineteenth and separate affirmative defense to Plaintiff's Complaint,
20 Plaintiff failed to provide Defendant with the Notice as required by Civil Code section 1167.

21 35. As for a twentieth and separate affirmative defense to Plaintiff's Complaint, the
22 foreclosure sale of the subject property was wrongful and not pursuant to the law, and therefore
23 Plaintiff's claim is barred.

24 36. As for a twenty-first and separate affirmative defense to Plaintiff's Complaint,
25 Defendant reserves her right to amend and state additional affirmative defenses that have not
26 been pled at this time, when the same shall have been ascertained.

27 ///

28 ///

ANSWER TO COMPLAINT FOR UNLAWFUL DETAINER FOLLOWING FORECLOSURE SALE
PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1161a

Lehman XS Trust et al. vs. Fuller et al.

(Contra Costa County Superior Court Case No. PS 15-0002)

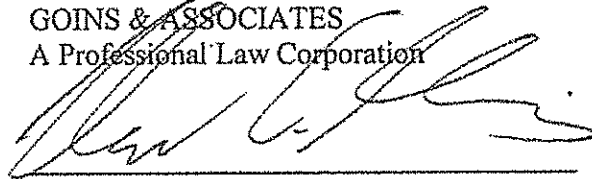
PRAYER FOR RELIEF

WHEREFORE, Defendant prays for judgment as set forth below:

1. That Plaintiff take nothing requested in the Complaint;
2. For reasonable attorney's fees, if permitted by law or contract;
3. For costs of suit incurred herein; and
4. For such other and further relief as this court deems appropriate.

Dated: May 26, 2015

GOINS & ASSOCIATES
A Professional Law Corporation



VERNON C. GOINS II
Attorneys for Defendant
ALESHIA FULLER, erroneously sued as
ALEHSIA FULLER

Goins & Associates PLC
1330 Broadway, Suite 930, Oakland, California 94612
Tel. (510) 663-3700; Fax (510) 663-3710

VERIFICATION

Lehman VS Trust vs. Fuller, et al.
Contra Costa County Superior Court
Case No. PS 15-0002

I, Vernon Charles Goins II, hereby declare as follows:

I am the attorney of record for Aleshia Fuller. I make this verification of behalf of said Defendant because she is absent from the County of Alameda, California, where I have my office. I have read the foregoing document, ANSWER TO COMPLAINT FOR UNLAWFUL DETAINER FOLLOWING FORECLOSURE SALE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1161a, and know the contents thereof. The same is true of my own knowledge, except as to those matters that are therein stated on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on this day in Oakland, California.

Dated: May 26, 2015


VERNON CHARLES GOINS II

Goins & Associates PLC
1330 Broadway, Suite 930, Oakland, California 94612
Tel. (510) 663-3700; Fax (510) 663-3710

1 **PROOF OF SERVICE**

2 I, the undersigned, declare that I am employed in the County of Alameda, State of
3 California. I am over the age of eighteen (18) years and not a party to the within cause. My
4 business address is 1330 Broadway, Suite 930, Oakland, California, 94612.

5 On May 27, 2015, I served the following:

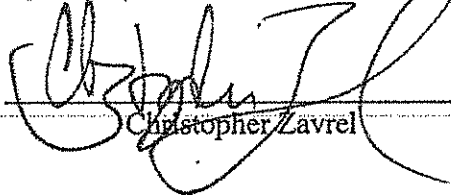
6 **ANSWER TO COMPLAINT FOR UNLAWFUL DETAINER**
7 **FOLLOWING FORECLOSURE SALE PURSUANT TO CALIFORNIA**
8 **CODE OF CIVIL PROCEDURE SECTION 1161a**

9 [X] VIA U.S. MAIL by placing for collection and processing a true copy thereof enclosed in
10 a sealed envelope addressed as shown below, with postage thereon fully prepaid, for mailing
11 following this business's ordinary practice with which I am readily familiar. On the same day
12 correspondence is placed for collection and mailing, it is deposited in the ordinary course of
13 business with the United States Postal Service at Oakland, California.

14 Michael R. Gonzalez, Esq.
15 Michael M. Le, Esq.
16 Erica Loftis, Esq.
17 Buckley Madole, P.C.
18 301 E. Ocean Blvd., Suite 1720
19 Long Beach, CA 90802

Attorneys for Plaintiff

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct. Executed on this 27th day of May 2015, at Oakland, California.

22 
23 Christopher Zavrel

24 **PROOF OF SERVICE**

Lehman XS Trust et al. v. Fuller et al.

(Contra Costa County, Superior Court of California, Case No. PS15-0002)